

(2) Manifests an intention not to perform any material obligation under this Agreement (for example, delivering hogs or accepting hogs) or manifests an intention not to cure a material breach of this Agreement; or

(3) Becomes insolvent, suspends or discontinues business operations, makes an assignment for the benefit of creditors, commences voluntary or has commenced against them involuntary bankruptcy proceedings, or voluntarily appoints or involuntarily has appointed a receiver or trustee of all or any part of their property.

(b) If the other party is in Default, the non-defaulting party may terminate this Agreement by written notice to the defaulting party. Upon delivery of such a written notice of termination this Agreement shall immediately terminate. The parties' obligations under this Agreement shall survive termination as provided in paragraph 18.

(c) If we discontinue slaughtering hogs at the slaughter plant(s) designated on the cover sheet of this Agreement, then we shall at our option (1) terminate this Agreement by written notice to you, or (2) notify you of the new designated slaughter plant to which you must deliver contracted hogs. We will pay you for any additional freight costs incurred by such delivery pursuant to our then current standard livestock freight schedule.

8. **REMEDIES**. If the other party is in Default, the non-defaulting party shall have the right to pursue any and all remedies available at law or in equity, including without limitation any remedies granted by this Agreement. The remedies shall be considered cumulative, with the pursuit of any one or more remedies not preventing the pursuit of any other remedies that may be available.

9. **DIRECT DAMAGES**. If you are in Default or we terminate this Agreement for your Default, then we shall be entitled to recover from you direct damages pursuant to this paragraph 9. Our direct damages shall be an amount equal to the total number of contracted hogs to be delivered for the remaining term of this Agreement multiplied by five dollars (\$5.00) per hog plus any excess of the Monthly/Quarterly Western Cornbelt Price over the Monthly/Quarterly Adjusted Cutout for each period up to the date of our demand multiplied by the number of contracted hogs to be delivered for such period. Upon our demand, you shall pay us cash in the amount of such direct damages within thirty (30) days of the date of our demand or as otherwise agreed to by us in our discretion. Our demand may be made at any time of our choosing within four years of the date of your Default. Upon payment of such direct damages, you shall no longer have any obligation to deliver hogs that are included in the calculation of such direct damages. You and we agree that the above measure of our direct damages is a reasonable estimation of our direct damages. Such direct damages shall not preclude our recovery of other damages and shall be in addition to all other remedies we may have. Examples of such other damages are indirect, incidental and consequential damages.

10. **INDEMNITY**. Each party shall indemnify and hold the other party harmless for any and all liabilities, damages, claims, judgments, costs and expenses incurred by the other party in connection with such party's breach of this Agreement. Such expenses shall include without limitation reasonable attorneys' fees.